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Don J. Hay
FIRST AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT FOR CONSTRUCTION OF THE TENTH STREET RAIL CORRIDOR AND CERTAIN THIRD STREET RAIL CORRIDOR IMPROVEMENTS BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE CITY OF SPRINGFIELD AND SANGAMON COUNTY Andy Goleman
 SANGAMON COUNTY AUDITOR

This FIRST AMENDMENT (the "Amendment") is made and entered into this ____ day of _____, A.D. 2019, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION hereinafter called IDOT, the CITY OF SPRINGFIELD, ILLINOIS, hereinafter called the City, and the COUNTY OF SANGAMON, State of Illinois, hereinafter called the County.

WHEREAS, the City, the County, and IDOT entered into an Intergovernmental Cooperation Agreement for Construction of the Tenth Street Rail Corridor and Certain Third Street Rail Corridor Improvements dated May 12, 2016 (the "Agreement"); and

WHEREAS, the City, the County, and IDOT now desire to amend the funding allocation of the Agreement by entering into this Amendment; and

WHEREAS, all terms and conditions set forth in the Agreement not amended herein, shall remain in full force and effect as written;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City, the County, and IDOT hereby agree as follows:

1. Section 3 of the Agreement is hereby deleted in its entirety and is replaced by the following:

"3. The parties have agreed to the following schedule and cost responsibility for the funding of Usable Segment II (the Laurel and Ash Street underpasses and associated trackwork) and Usable Segment IV (the Fifth and Sixth Street underpasses and associated trackwork). Except for \$6.00 million that has already been provided to the City by IDOT for land acquisition of Usable Segment II under the terms of the Local Participation Agreement executed by IDOT and the City on June 13, 2018, all funding provided by IDOT under this Section of the Agreement is contingent upon the enactment of a capital bill into law. IDOT will provide the following funding in the first

or second year following enactment of such capital bill. However, IDOT retains the right to let these projects (or their components), at IDOT's discretion, depending on funding, project-readiness or other reasons.

A. IDOT will provide an additional \$6.00 million for construction of Usable Segment II (Ash and Laurel Street Underpasses plus associated track work) per the terms of the Local Participation Agreement executed by IDOT and the City on June 13, 2018. The remaining funding (including the sources of those funds) needed to complete Usable Segment II is set forth on the attached Exhibit A.

B. Upon agreement of the City and IDOT, IDOT will provide \$17.9 million for preliminary engineering and associated work, phase II environmental mitigation, IDOT construction contract expenses, building demolition, construction engineering and associated work, and NSRR and UPRR force account work for Usable Segment IV (Fifth and Sixth Street Underpasses and associated track work). The City will be responsible for land acquisition costs and any additional funding required to complete Usable Segment IV; such funding (including the sources of that funding) needed to complete Usable Segment IV is also set forth on the attached Exhibit A.

C. In addition to IDOT's commitments set forth in subsections 3A and 3B above, upon agreement of the City and IDOT, IDOT will also provide up to \$40.9 million for future Springfield Rail Improvement Projects mutually defined and agreed upon by IDOT and the City and included in this Agreement by future amendments hereto provided that City continues in good faith to seek grant funding from sources other than IDOT to benefit such Rail Improvement Projects. These

future Springfield Rail Improvement Projects can be performed in different multi-year programs, and in different order, with the understanding that, subject to the availability of funding, such Projects will be completed by December 31, 2026.”

2. The Agreement exhibit entitled Exhibit A is hereby deleted and replaced by the new Exhibit A attached hereto as Exhibit A and, by this reference, made a part of this Amendment.
3. Except for the amendments set forth herein, all of the terms and provisions of the Agreement are hereby ratified and confirmed.
4. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

[Signatures begin on the next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Omer Osman
Acting Secretary

By: _____
Matt Magalis
Acting Director, Office of
Intermodal Project Implementation

Date: _____

Date: _____

By: _____
Philip C. Kaufmann
Chief Counsel
(Approved as to form)

By: _____
Joanne Woodworth
Acting Chief Financial Officer

Date: _____

Date: _____

CITY OF SPRINGFIELD

By: _____
James O. Langfelder
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

(Seal)

COUNTY OF SANGAMON

By: _____
Andy Van Meter
Board Chairman

Date: _____

ATTEST:

By: _____
County Clerk

Date: _____

EXHIBIT A

Usable Segment II Funding Plan:

Source	Funding in Agreement	Other Funding
IDOT (land acquisition)	\$ 6,000,000	
IDOT (construction)	\$ 6,000,000	
ICC-GCPF		\$ 15,000,000
FRA IPRGCI Grant		\$ 2,000,000
FRA TIGER Grant		\$ 14,000,000
City of Springfield		\$ 1,400,000
Total Usable Segment II	\$ 12,000,000	\$ 32,400,000

Usable Segment IV Funding Plan:

Source	Funding in Agreement	Other Funding
IDOT	\$ 17,900,000	
FRA BUILD Grant		\$ 22,000,000
City of Springfield		\$ 4,100,000
Total Usable Segment IV	\$ 17,900,000	\$ 26,100,000

